

PROJECT BARR STREET

## BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

FORT WAYNE INDIANA

DATE 12-15-76RES. NO. 5746-1726

MATERIAL

CONTRACTORS		ESTIMATE		BETH-RILEY		L.W. DUNCAN, INC.		JOHN DENNETT		HARRISON ASP. CORP.		BROOKS CONST. CO.		MOOREHEAD CONST.		EXTENSIVE DESIGNING	
STREETS	QUAN. UNIT	ALLEYS-SIDEWALKS	WATER	ESTIMATE	EXTENSION	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1286 S.Y.	REMOVAL OF EXISTING	5.00	6,440.00	4.35	5,594.70	4.00	5,144.00	3.25	4,822.50	6.50	8,359.00	6.00	7,716.00	2.25	3,793.70	14.50	18,647.00
86 S.Y.	REMOVAL OF SIDEWALK	4.00	344.00	4.35	374.10	3.00	258.00	2.50	215.00	5.00	430.00	4.00	344.00	3.25	277.50	6.50	557.00
182 T/F	REMOVAL OF CURB	2.00	344.00	1.50	273.00	1.50	273.00	1.25	227.50	1.00	182.00	3.00	546.00	1.00	200.00	1.50	273.00
3500 T/F	REMOVAL OF CURB	4.00	16,000.00	4.00	14,700.00	3.00	12,250.00	4.50	15,750.00	3.00	10,500.00	4.00	14,750.00	3.25	13,825.00	4.50	15,750.00
87 T/F	REMOVAL OF SIDEWALK	7.50	652.50	7.60	641.20	6.00	522.00	4.25	413.25	6.00	522.00	10.00	870.00	7.25	622.00	7.50	652.50
715 S.F.	REMOVAL OF SIDEWALK	1.65	1,179.25	3.20	2,288.00	4.00	3,432.00	5.00	4,000.00	1.25	1,251.25	2.25	1,608.75	4.20	3,003.00	2.25	1,823.25
760 S.F.	CONCRETE WALK	1.00	1,140.00	2.00	1,520.00	1.50	1,190.00	1.00	760.00	1.00	760.00	1.65	1,254.00	1.53	1,178.50	1.53	1,406.00
478 S.F.	REMOVAL OF SIDEWALK	6.50	3,107.50	6.20	3,011.20	5.50	4,063.50	8.25	3,743.50	6.00	2,868.00	14.00	6,672.00	7.20	3,880.00	7.00	3,346.00
7755 S.F.	CURB FACE WALK	1.65	12,795.25	1.50	10,020.25	1.60	12,408.00	1.40	11,632.40	1.65	12,795.25	1.20	13,183.50	2.50	19,387.50	2.00	15,510.00
897 S.F.	WALKWALK	1.20	1,520.00	2.10	1,755.00	1.50	1,395.00	1.00	1,435.00	2.00	1,794.00	1.20	1,524.00	2.20	2,821.20	2.00	1,794.00
4018 S.F.	BACK HILL, TYPE I	4.25	16,272.20	4.20	16,875.00	4.05	17,887.30	4.85	19,487.30	5.25	21,039.50	4.00	16,072.00	5.00	23,500.00	4.25	18,724.20
218 S.F.	PORTLAND CEMENT (90)	18.00	3,724.00	10.00	2,180.00	16.00	3,968.00	12.50	3,815.00	18.00	3,724.00	22.00	4,776.00	17.25	3,867.50	23.00	5,144.00
20 T/F	TOP SOIL FOR PLANTING	7.00	140.00	7.00	140.00	7.00	140.00	7.25	145.00	8.00	160.00	6.20	138.00	8.50	170.00	20.00	400.00
1667 S.F.	MULCHED SOIL FOR PLANTING	1.00	1,430.70	0.20	500.10	0.00	833.50	0.35	533.40	0.50	833.50	0.30	500.10	0.30	566.70	0.85	750.15
15 M.C.	WATER	12.00	1,800.00	1.35	30.25	4.00	60.00	13.25	200.25	8.00	120.00	0.30	47.50	3.50	52.50	50.00	750.00
3500 S.Y.	SEEDING (NURSERY)	2.25	6,000.00	1.55	3,480.00	1.00	3,360.00	1.50	3,600.00	1.50	3,600.00	1.25	3,480.00	2.25	6,340.00	1.00	3,360.00
54 EACH	BENCH LEG	15.00	810.00	12.00	630.00	65.00	3,510.00	25.00	1,350.00	20.00	1,080.00	30.00	1,620.00	71.00	3,834.00	15.00	810.00
30 L.F.T.	C.M.P. (16" DIA) 12"	13.25	4,025.00	12.65	373.50	8.50	255.00	11.25	337.50	25.00	750.00	10.00	300.00	10.40	312.80	27.25	817.40
77 L.F.T.	CONCRETE PIPE (16" DIA)	13.25	4,025.00	12.65	373.50	8.50	255.00	11.25	337.50	25.00	750.00	10.00	300.00	10.40	312.80	27.25	817.40
1 EACH	C.B. TYPE I.C. (16" DIA)	800.00	800.00	1,350.00	1,350.00	600.00	600.00	675.00	675.00	650.00	650.00	1,000.00	1,000.00	1,500.00	1,500.00	3,000.00	3,000.00
4 EACH	INLET TYPE I.C.	500.00	500.00	630.00	630.00	350.00	350.00	400.00	400.00	350.00	350.00	700.00	700.00	1,000.00	1,000.00	2,000.00	2,000.00
1 EACH	INLET TYPE I.C.	500.00	500.00	630.00	630.00	350.00	350.00	400.00	400.00	350.00	350.00	700.00	700.00	1,000.00	1,000.00	2,000.00	2,000.00
2 S.F.H.	INLET TYPE I.C.	500.00	500.00	630.00	630.00	350.00	350.00	400.00	400.00	350.00	350.00	700.00	700.00	1,000.00	1,000.00	2,000.00	2,000.00
11 C.M.P.	16" ALUMINUM POLE	42.50	425.00	40.25	402.50	37.50	425.00	53.70	572.20	55.00	605.00	50.25	619.25	40.25	444.00	158.25	1,518.00
1833 L.F.T.	WIRE IN TRENCH	0.25	508.25	0.35	670.87	0.32	650.50	0.33	670.87	0.35	711.55	0.35	711.55	0.35	671.25	0.80	810.00
185 L.F.T.	FRANK PIP (16" DIA)	3.25	582.25	2.65	495.80	2.50	462.50	3.20	610.50	3.50	647.50	3.25	638.25	2.65	490.25	1.25	323.25
11 EACH	100 W/LTS ALUMINUM POLE	15.00	165.00	16.25	184.25	15.25	173.25	19.25	211.25	20.00	220.00	20.15	221.65	16.20	184.20	40.00	440.00
1278 L.F.T.	PVC CONDUIT 1/2"	0.25	1,022.25	1.60	2,147.20	1.27	2,006.76	1.65	2,108.70	2.00	2,556.00	1.25	2,336.50	1.63	2,108.70	0.55	702.90
1430 L.F.T.	TRENCHING	0.20	1,487.20	0.28	1,115.20	0.25	1,072.00	0.27	1,011.25	0.20	1,144.00	0.20	1,144.00	0.28	1,115.20	1.63	2,108.70
5 EACH	CUTTER GLASS 100 MILES	600.00	3,000.00	118.00	970.00	170.00	970.00	204.25	1,021.25	200.00	1,000.00	195.00	975.00	195.00	975.00	250.00	1,250.00
20 EACH	RED CUTTER DOGWOOD	100.00	2,000.00	40.00	280.00	14.00	280.00	14.40	288.00	15.00	300.00	13.00	276.00	14.00	280.00	16.00	320.00
4 EACH	HESSIE ACH	100.00	2,000.00	176.00	784.00	185.00	740.00	201.65	806.60	170.00	760.00	192.00	771.00	193.00	778.00	150.00	600.00
100 EACH	HALL'S HONEYCUCLE	50.00	5,000.00	6.65	665.00	6.50	650.00	6.85	685.00	7.00	700.00	6.55	655.00	6.70	670.00	2.00	200.00
30 EACH	COMMON WITCHAZEL	20.00	600.00	20.00	600.00	19.50	585.00	20.43	615.20	20.00	600.00	19.55	589.50	19.65	589.50	16.00	480.00
10 EACH	AUSTRIAN PLANE	60.00	840.00	108.00	2,632.00	175.00	2,450.00	193.92	2,707.18	180.00	2,520.00	185.00	2,570.00	188.00	2,632.00	200.00	2,800.00
6 EACH	JAPANESE PASCORA TREE	50.00	600.00	166.80	772.00	158.00	748.00	166.34	788.00	160.00	760.00	157.00	754.00	162.00	772.00	245.00	1,350.00
21 EACH	DWARF JAPANESE YEW	20.00	400.00	22.00	462.00	22.00	462.00	22.73	577.33	22.00	462.00	21.85	458.00	21.85	458.00	20.00	400.00
11 EACH	GREENSPRING KINDEN	20.00	400.00	22.00	462.00	22.00	462.00	22.73	577.33	22.00	462.00	21.85	458.00	21.85	458.00	20.00	400.00
SUB TOTAL			75,736.55		70,402.00		87,492.57		87,492.57		70,544.00		74,850.00		60,972.25		114,626.25
OPTIONAL																	
164 S.F.	REMOVAL OF EXISTING	5.00	820.00	4.35	713.90	3.25	615.00	3.25	615.00	6.50	1,066.00	6.00	984.00	2.25	483.50	14.50	2,378.00
256 S.F.	CONCRETE WALK	1.30	384.00	1.35	345.60	1.65	371.40	1.00	256.00	1.00	358.00	1.65	422.40	1.55	374.00	1.15	426.80
888 S.F.	CONCRETE WALK	1.65	1,465.20	1.30	1,159.80	1.60	1,424.00	1.50	1,332.00	1.65	1,465.20	1.20	1,509.60	2.50	2,220.00	2.00	1,776.00
1177 S.F.	BACK HILL, TYPE I	4.25	17,774.25	4.20	17,940.00	4.05	17,887.30	4.85	19,487.30	5.25	21,039.50	4.00	16,072.00	5.00	23,500.00	4.25	18,724.20
297 S.F.	CONCRETE WALK	4.25	17,774.25	4.20	17,940.00	4.05	17,887.30	4.85	19,487.30	5.25	21,039.50	4.00	16,072.00	5.00	23,500.00	4.25	18,724.20
2 EACH	16" ALUMINUM POLE	42.50	425.00	40.25	402.50	37.50	425.00	53.70	572.20	55.00	605.00	50.25	619.25	40.25	444.00	158.25	1,518.00
35 L.F.T.	STRIP CONDUIT, 1/2" DIA	3.20	115.00	4.00	157.50	4.20	147.00	3.85	134.25	4.00	140.00	4.05	141.25	4.50	157.50	5.50	192.50
2 EACH	100 W/LTS ALUMINUM POLE	15.00	30.00	16.25	33.50	15.25	31.50	19.25	38.50	20.00	40.00	20.15	40.30	16.20	33.00	39.00	76.00
4 EACH	CONCRETE BASE FOR LIGHTING	80.00	320.00	100.00	400.00	95.00	380.00	125.00	500.00	75.00	300.00	56.35	225.40	100.00	400.00	95.00	380.00
4 EACH	WIRE LUMINARE & SAMP	42.50	170.00	55.00	223.00	55.00	220.00	55.00	220.00	60.00	240.00	57.50	230.00	60.00	240.00	46.00	184.00
TOTAL			105,309.55		99,800.00		99,916.07		99,916.07		102,235.00		104,361.25		118,451.85		123,181.05
MATERIALS FOR STREET LIGHTING & SIGNAGE			6,705.25		5,270.00		5,170.00		5,170.00		5,170.00		5,170.00		5,170.00		5,170.00
7% ENGINEERING			7,371.25														
3% TECHNICAL SERVICES			3,157.16														
TOTAL			123,540.51														
3480	BACK HILL #1		-4.20	15,456	-4.05	17,848	-4.85	17,848									
34800	CONCRETE WALK		2.00	7,360	1.20	5,520	1.00	3,680									
						91,704.12		87,586.62									

LOW BIDDER

87,518.53

BILL NO. S-77-01-32

SPECIAL ORDINANCE NO. S-34-77

AN ORDINANCE approving a contract with John Dehner, Inc., for Resolution No. 5746-76.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the contract dated January 10, 1977, between the City of Fort Wayne, by and through its Mayor and the Board of Public Works and John Dehner, Inc., for:

Resolution No. 5746-76: Barr Street: To improve by curb walk drainage and vegetation as designated on Barr Street from the north right-of-way line of Main Street to the east right-of-way line of Clinton Street,

for a total cost of \$87,518.55, of which Community Development and Planning will pay all costs of project including engineering and technical services from its 1976 Revenue Sharing Funds, all as more particularly set forth in said contract which is on file in the Office of the Board of Public Works and is by reference incorporated herein, made a part hereof and is hereby in all things ratified, confirmed and approved.

SECTION 2. This Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

  
Councilman

APPROVED AS TO FORM  
AND LEGALITY

  
City Attorney

Read the first time in full and on motion by Mrs. [Signature], seconded by Shing, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_ the day of \_\_\_\_\_, 1976, at \_\_\_\_\_ o'clock P.M., E.S.T.

DATE: 1-25-77

[Signature]  
CITY CLERK

Read the third time in full and on motion by Mrs. [Signature], seconded by Shing, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>9</u>	<u>0</u>			
BURNS	<u>/</u>				
HINGA	<u>/</u>				
HUNTER	<u>/</u>				
MOSES	<u>/</u>				
NUCKOLS	<u>/</u>				
SCHMIDT, D.	<u>/</u>				
SCHMIDT, V.	<u>/</u>				
STIER	<u>/</u>				
TALARICO	<u>/</u>				

DATE: 2-8-77

[Signature]  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (~~ANNEXATION~~) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. 34-77 on the 8th day of Feb, 1976.

ATTEST:

(SEAL)

[Signature]  
CITY CLERK

[Signature]  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 9th day of February, 1976, at the hour of 11:00 o'clock A. M., E.S.T.

[Signature]  
CITY CLERK

Approved and signed by me this 10th day of February, 1976, at the hour of 8:30 o'clock A. M., E.S.T.

[Signature]  
MAYOR

Wednesday.

Held  
Bd of Works

Bill No. S-77-01-32

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on PUBLIC WORKS to whom was referred an Ordinance  
approving a contract with John Dehner, Inc., for Resolution No. 5746-76

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

- WINFIELD C. MOSES, JR. - CHAIRMAN
- DONALD J. SCHMIDT
- VIVIAN G. SCHMIDT
- PAUL M. BURNS
- SAMUEL TALARICO

*W. Moses JR*  
*D Schmidt*  
*Vivian G. Schmidt*  
*Paul M. Burns*  
*Samuel J. Talarico*

2-8-77 CONCERTED IN  
DATE                      CHARLES W. WESTERMAN



12 35

Top Soil for Planter	Seven dollars and twenty-five cents per ton	7.25
Mulched Seeding (With K-31 Fescue)	No dollars and thirty-two cents per square yard	0.32
Water	Thirteen dollars and thirty-five cents per million gallons	13.35
Sodding (Nursery) including Watering for the first 30 days	One dollar and fifty cents per square yard	1.50
Bench Leg	Twenty-five dollars and no cents for each	25.00
Corrugated Metal Pipe (16 Gauge) Size 12"	Eleven dollars and twenty-five cents per lineal foot	11.25
Concrete Pipe, Class IV, Size 12"	Eleven dollars and twenty-five cents per lineal foot	11.25
Standard Catch Basin, Type I C (With Cast Iron Bell)	Six hundred seventy-five dollars and no cents per each	675.00
Standard Inlet Type IV C	Three hundred dollars and no cents per each	300.00
Standard Inlet Type IV G	Two hundred fifty dollars and no cents per each	250.00
Standard Inlet Type I C	Three hundred dollars and no cents per each	300.00
16' Aluminum Pole	Fifty-three dollars and ninety cents per each	53.90
Wire in Trench or Conduit	No dollars and thirty-three cents per lineal foot	0.33
Plastic Pipe Pushed or Bored	Three dollars and thirty cents per lineal foot	3.30
100 W L/Ps Luminaire & Lamp (Town & Country)	Nineteen dollars and twenty-five cents per each	19.25
PVC Conduit 1 1/2"	One dollar and sixty-five cents per lineal foot	1.65
Trenching	No dollars and seventy-seven cents per lineal foot	0.77
October Glory Red Maple	Two hundred and four dollars and twenty-five cents per each	204.25
Red Osier Dogwood	Fourteen dollars and forty-four cents per each	14.44
Hessi Ash	Two hundred and one dollars and sixty-five cents per each	201.65
Hall's Honeysuckle	Six dollars and eighty-five cents per each	6.85
Common Witchazel	Twenty dollars and fifty-three cents per each	20.53
Austrian Pine	One Hundred Ninety-three dollars and thirty-seven cents per each	193.37
Japanese Pagoda Tree	One hundred sixty-six dollars and thirty-four cents per each	166.34
Dwarf Japanese Yew	Forty-two dollars and seventy-three cents per each	42.73
Greenspire Linden	One hundred and sixty-nine dollars and sixty-two cents each	169.62
Removal of Pavement, Including Sawing	Three dollars and seventy-five cents per square yard	3.75
Concrete Walk	One dollar and no cents per square foot	1.00
Curbface Walk	One dollar and fifty cents per square foot	1.50
Brick Inlay, Type I	Four dollars and eighty-five cents per square foot	4.85
Brick Inlay, Type II	Five dollars and forty cents per square foot	5.40
16' Aluminum Pole	Fifty-three dollars and ninety cents per each	53.90
Steel Conduit, Pushed or Bored	Three dollars and eighty-five cents per lineal foot	3.85

Austrian Pine	One hundred ninety-three dollars and thirty-seven cents per each	193.37
Japanese Pagoda Tree	One hundred sixty-six dollars and thirty-four cents per each	166.34
Dwarf Japanese Yew	Forty-two dollars and seventy-three cents per each	42.73
Greenspire Linden	One hundred and sixty-nine dollars and sixty-two cents each	169.62
Removal of Pavement, Including Sawing	Three dollars and seventy-five cents per square yard	3.75
Concrete Walk	One dollar and no cents per square foot	1.00
Curbside Walk	One dollar and fifty cents per square foot	1.50
Brick Inlay, Type I	Four dollars and eighty-five cents per square foot	4.85
Brick Inlay, Type II	Five dollars and forty cents per square foot	5.40
16' Aluminum Pole	Fifty-three dollars and ninety cents per each	53.90
Steel Conduit, Pushed or Bored	Three dollars and eighty-five cents per lineal foot	3.85
100 W L/Ps Luminaire & Lamp (Town & Country)	Nineteen dollars and twenty-five cents per each	19.25
Concrete Base for Lighting	Fifty-three dollars and ninety cents per each	53.90
Hinge-o-Matic Pole with Luminaire & Lamp	Fifty-five dollars and no cents per each	55.00.
Total	Eighty-seven thousand five hundred eighteen dollars and fifty-five cents	87,518.55

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. \_\_\_\_\_ the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before July 15, 1977 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 1977 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this JAN 10, 1977 day of \_\_\_\_\_

JOHN DEHNER, INC.

BY: Donald Dehner

ITS: VICE PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Henry P. Weinberg  
Harold G. Scott  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY:

Larry J. Bunker  
Clerk of City  
CITY ATTORNEY



# GUARANTY BOND

Know All Men by These Presents, That we -----

-----JOHN DEHNER, INC.-----Contractors

as principal, and-----

UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND---as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of-----

EIGHTY-SEVEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS AND FIFTY-FIVE CENTS-----

-----(\$87,518.55)  
for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----JOHN DEHNER, INC.-----

did on the-----day of JAN 10, 1977

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement  
on Res. #5746-76: Barr Street ~~SECC~~ from the north right-of-way line of  
Main Street to the east right-of-way line of Clinton Street, to improve by curb  
walk drainage and vegetation as designated on Barr Street. -----

-----according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

---JOHN DEHNER, INC.-----shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee; and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 6 day of January, 1977

YASTE, ZENT & RYE, INC.

Authorized Agent

BY: *Arthur C. Zwick*  
YASTE, ZENT & RYE, INC.

JOHN DEHNER, INC.

(SEAL)

BY: *Frank Robles* (SEAL) VICE PRESIDENT

UNITED STATES FIDELITY & GUARANTY

ITS: *James I. Koss* (SEAL)

Attorney-in-fact

Approved this-----day of

*Henry P. McHenry*

*May G. Scott*  
Board of Public Works.

# LIABILITY BOND

Know All Men by These Presents, That we \_\_\_\_\_

-----JOHN DEHNER, INC.-----

as principal, and ---UNITED STATES FIDELITY AND GUARANTY CO. OF BALTIMORE, MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of -----

EIGHTY-SEVEN THOUSAND FIVE HUNDRED EIGHTEEN DOLLARS AND FIFTY-FIVE CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

(\$ 87,518.55)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of JAN 10, 1977, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three(3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 6 day of January, 1977

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: Arthur C. Zwirch  
YASTE, ZENT & RYE, INC.

JOHN DEHNER, INC.

(SEAL)

BY: John Dehner VICE PRESIDENT

(SEAL)

UNITED STATES FIDELITY & GUARANTY

ITS: James I. Ross (SEAL)

Attorney-in-fact

(SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_

Henry P. Wehrung

May G. Scott

Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

December 29, 1976

# GENERAL POWER OF ATTORNEY

No. 86572

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint

Lane I. Ross

of the City of Fort Wayne, State of Indiana,  
its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said

Lane I. Ross

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 9th day of January, A. D. 1976

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Thomas A. Zecha  
Vice-President.

(SEAL) (Signed) Ray H. Britt  
Assistant Secretary.

STATE OF MARYLAND, }  
BALTIMORE CITY, } ss:

On this 9th day of January, A. D. 1976, before me personally came Thomas A. Zecha, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and Ray H. Britt, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Thomas A. Zecha and Ray H. Britt were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 1978...

(SEAL) (Signed) Herbert J. Aull  
Notary Public.

STATE OF MARYLAND }  
BALTIMORE CITY, } Set.

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 9th day of January, A. D. 1976

(SEAL) (Signed) Robert H. Bouse  
Clerk of the Superior Court of Baltimore City.

COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **Richard Calder**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

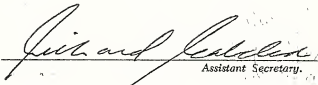
**Lane I. Ross**

of **Fort Wayne, Indiana**, authorizing and empowering **her** to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have herunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **January 6, 1977**

  
Assistant Secretary.

SS-SEMI SKILLED  
 SS-UNSKILLED  
 IF-INDUSTRIAL BOND  
 PI-PIPE WORK

the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with ALL CONSTRUCTION AND MAINTENANCE PROJECTS AWARDED BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF OCTOBER, NOVEMBER AND DECEMBER, 1976.  
 In compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades as with:

## TRADES OR OCCUPATION

ASBESTOS WORKER

BOILERMAKER

BRICKLAYER

CARPENTER (BUILDING)  
(HIGHWAY)

CEMENT MASON

ELECTRICIAN

ELEVATOR CONSTRUCTOR

GLAZIER

IRON WORKER

LABORER (BUILDING)  
(HIGHWAY)  
(SEWER)

LATHER

MILLWRIGHT &amp; PILEDRIVER

OPERATING ENGINEER (BUILDING)  
(HIGHWAY)  
(SEWER)

PALMER

PLASTERER

PLUMBER &amp; STEAMFITTER

MOSAIC &amp; TERRAZZO GRINDER

ROOFER

SHEETMETAL WORKER

TEAMSTER (BUILDING)  
(HIGHWAY)

CLASS	RATE PER HR.	HSW	PEN	VAC	APP.	MISC.
S	11.40	35¢	55¢			3if
S	10.85	80	1.00		3¢	
S	9.79	45	30		1	4if
S	9.13		6¢		5	2if
S	9.48	45	35		5	2if
S	9.05	75				
S	10.35	40	1¢+30		6	
S	9.66	49½	32	8¢	2	
S	9.53	12		40	4	25¢holidays
S	10.75	75	85		1	2if
S-SS US	6.75-7.05	50	40		9	
S-US-SS	6.70-6.85	50	40		8	
S-US-SS	6.70-7.50	50	40		7	
S	8.20		25		1	3if
S	9.46		6¢		5	2if
S-SS US	7.55-10.55	40	40		5	
S-SS-US	7.46-9.70	40	40		7	
S-SS-US	7.50-9.50	40	40		5	
S	8.25-9.25	37	35		10	6 misc.
S	9.24	60				
S	10.55	35	65		7	4if
S	7.20-8.85					
S	9.45		10			
S	10.54	40	35		4	13if
S-SS US	7.38-8.31½	18¢w	19.50pw			
S-SS-US	7.78 - 8.38	19.50pw	22pw			

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 6 DAY OF Oct, 19 76.

Wayne T. Kopler  
 REPRESENTING GOVERNOR, STATE OF INDIANA.

[Signature]  
 REPRESENTING THE AWARING AGENCY

Fred M. Reis  
 REPRESENTING STATE A.F.L. & C.I.O.



## EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.



# City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Mayor Robert E. Armstrong Date 2-2-77  
From Charles W. Westerman - City Clerk  
Subject Appearance before Common Council - February 8, 1977 - 7:00 P.M.

COPIES TO:

BILL NO. S-77-01-32

AN ORDINANCE approving a contract with  
John Dehner, Inc., for Resolution No.  
5746-76

BILL NO. S-77-01-36

AN ORDINANCE approving a contract with  
Carrington & Associates, Inc. for  
Resolution No. 5739-76

Pursuant to the request of the Standing Committee Chairman of Public Works of the Common Council, the presence of Henry P. Wehrenberg - Board of Works Chairman is respectfully requested on February 8, 1977, at 7:00 P.M., Room 128, Common Council Conference Room.

Council questioned the above ordinances as to why one is receiving free curbing and the other is being charged for curbing.

Your cooperation will be greatly appreciated.

5510  
TITLE OF ORDINANCE SPECIAL ORDINANCE - CONTRACT OF JOHN DEHNER, INC., RESOL. #5746-76

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

8-77-01-321  
SYNOPSIS OF ORDINANCE CONTRACT WITH JOHN DEHNER, INC. IN AMOUNT OF \$87,518.55 WHICH PROVIDES FOR PARTIAL REMOVAL AND REPLACEMENT OF CURBS, SIDEWALKS AND DRAINAGE ON THE EAST SIDE OF BARR STREET FROM MAIN STREET TO CLINTON STREET AND VEGETATION ON BARR STREET FROM MAIN TO CLINTON (RIVERBANK).

THIS WAS THE LOW OF SEVEN BIDS RECEIVED.

COMMUNITY DEVELOPMENT AND PLANNING WILL PAY ALL COSTS OF PROJECT INCLUDING ENGINEERING AND TECHNICAL SERVICES FROM ITS 1976 REVENUE SHARING FUNDS.

(SEE ATTACHED TABULATION)

EFFECT OF PASSAGE IMPROVEMENTS AT NO COST TO PROPERTY OWNER.

EFFECT OF NON-PASSAGE INABILITY TO MAKE IMPROVEMENTS.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) COST TO COMMUNITY DEVELOPMENT AND PLANNING OF APPROXIMATELY \$104,000. WHICH INCLUDES ENGINEERING AND TECHNICAL SERVICES.

ASSIGNED TO COMMITTEE *Robert D. Kelly*